

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT TACOMA

SKY TERRANCE CONDOMINIUM OWNERS
ASSOCIATION, a Washington nonprofit
corporation;

Plaintiff,

vs.

GENERAL CASUALTY COMPANY OF
WISCONSIN, a foreign company;

Defendant.

Cause No. 3:24-cv-05701

DEFENDANT GENERAL CASUALTY
COMPANY OF WISCONSIN'S NOTICE
OF REMOVAL

TO: U.S. District Court for the Western District of Washington at Tacoma;

AND To: Plaintiff, by and through its counsel of record.

PLEASE TAKE NOTICE that Defendant General Casualty Company of Wisconsin ("General Casualty") hereby removes to this Court the action described below on the grounds stated herein.

I. STATE COURT ACTION FOR REMOVAL

1. On or about July 24, 2024, plaintiff Sky Terrace Condominium Owners Association ("Plaintiff") filed a Complaint in Pierce County Superior Court, assigned Cause Number 24-2-09610-3. A copy of the Complaint is attached hereto as **Exhibit 1**. Plaintiff served

1 the Complaint on the Washington State Insurance Commissioner on July 29, 2024. A copy of
2 the Confirmation of Service for General Casualty is attached hereto as **Exhibit 2**. On July 31,
3 2024, the Insurance Commissioner mailed a copy of the Complaint to General Casualty's
4 registered agent. A copy of the envelope with the mailing date is attached hereto as **Exhibit 3**.

5 II. PARTIES

6 2. In the Complaint, Plaintiff alleges that it is a Washington nonprofit corporation.
7 On information and belief, Plaintiff's principal place of business is in Washington State.

8 3. General Casualty is a Wisconsin corporation with its principal place of business
9 in New York.

10 III. AMOUNT IN CONTROVERSY

11 4. In the Complaint, Plaintiff alleges that it is entitled to insurance coverage under
12 a policy of insurance issued by General Casualty. The Complaint does not specify the dollar
13 amount of damages sought. However, during the claims process, the cost to repair claimed
14 damage was estimated at between \$50,000 and \$60,000.

15 5. Plaintiff alleges claims against General Casualty for breach of contract and breach
16 of implied covenant of good faith and fair dealing, and violations of the Consumer Protection
17 Act.

18 6. Plaintiff also alleges claims against General Casualty for violation of the
19 Insurance Fair Conduct Act ("IFCA") and seeks treble damages.

20 7. Plaintiff's Complaint also seeks an award of attorney fees in an unspecified
21 amount.

22 8. Based on the damages alleged by the Plaintiff and the operation of its claims, as
23 well as the estimates of the cost to repair claimed damage during the claim process, General

Casualty has a good faith belief that Plaintiff's Complaint alleges damages against it in excess of \$75,000.00

IV. JURISDICTION

9. For purposes of determining jurisdiction under 28 U.S.C. §1332, Plaintiff is a citizen of the State of Washington. General Casualty is a citizen of the State of Wisconsin and New York. As such, there is complete diversity of citizenship between Plaintiff and Defendant.

10. The amount in controversy exceeds \$75,000, exclusive of interest and costs, the minimum jurisdictional amount under 28 U.S.C. § 1332.

11. This Court, therefore, has jurisdiction pursuant to 28 U.S.C. § 1332 and 28 U.S.C. § 1441.

V. TIMELINESS

12. Plaintiff filed its Complaint on July 24, 2024. Plaintiff served the Complaint on the Washington State Insurance Commissioner on July 29, 2024. On July 31, 2024, the Insurance Commissioner mailed a copy of the Complaint to General Casualty's registered agent.

13. This Notice of Removal, filed on August 27, 2024, is timely under 28 U.S.C. § 1446.

VI. COPIES OF PROCESS, PLEADINGS, AND ORDERS IN STATE COURT PROCEEDING

14. In accordance with 28 U.S.C. § 1446(a) General Casualty will file with this Court copies of all pleadings on file in the state court proceeding.

15. General Casualty will give written notice of the filing of this Notice to Plaintiff through its counsel of record, as required by 28 U.S.C. § 1446(d).

16. A copy of this Notice will be filed with the Superior Court of Washington for Pierce County as required by 28 U.S.C. § 1446(d).

1 WHEREFORE, Defendant General Casualty provides notice that this action is removed
2 to the United States District Court for the Western District of Washington at Tacoma, pursuant
3 to 28 U.S.C. §§ 1441 and 1446, and the Superior Court of Washington for Pierce County shall
4 proceed no further in Pierce County Cause Number 24-2-09610-3.

5 DATED this 27th day of August, 2024.

6 SOHA & LANG, P.S.

7 s/ Cristin A. Cavanaugh

Cristin A. Cavanaugh, WSBA #53251

8 Email: cavanaugh@sohalang.com

9 1325 Fourth Avenue, Suite 940

Seattle, WA 98101

10 Tel: (206) 624-1800

11 s/ Geoffrey C. Bedell

Geoffrey C. Bedell, WSBA #28837

12 Email: bedell@sohalang.com

13 s/ Jennifer P. Dinning

Jennifer P. Dinning, WSBA #38236

14 Email: dinning@sohalang.com

15 *Attorneys for Defendant General Casualty*
16 *Company of Wisconsin*

CERTIFICATE OF SERVICE

I hereby certify that on August 27, 2024, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, and emailed notification of such filing to the following counsel of record:

Attorneys for Plaintiff:

Seth E. Chastain, WSBA #43066
Karl R. Kleppe, WSBA #59903
Levy Von Beck Comstock, P.S.
1200 Fifth Avenue, Suite 1850
Seattle, WA 98101
Tel: (206) 626-5444
seth@levy-law.com; karl@levy-law.com

Dated this 27th day of August, 2024.

SOHA & LANG, P.S.

s/ Cristin A. Cavanaugh

Cristin A. Cavanaugh, WSBA #53251
1325 Fourth Avenue, Suite 940
Seattle, WA 98101
Tel: (206) 624-1800
Email: cavanaugh@sohalang.com